RUSK COUNTY LAND INFORMATION/ ZONING COMMITTEE AGENDA

DATE: Tuesday, December 10, 2024
TIME: 3:00 P.M.
LOCATION: County Board Room– Rusk County Government Center, 311 Miner Ave East, Ladysmith, WI 54848

CALL TO ORDER

APPROVE MINUTES from November 12, 2024 committee meeting.
PUBLIC COMMENT – limit of 3 minutes per person with a maximum public comment of 30 minutes.
REVIEW PAYMENT APPROVAL REPORTS
MONTHLY REPORTS

1. Land Records – John Fitzl / Parcel map updates, fire numbers
2. Register of Deeds –Mary Berg / Office update
3. Treasurer – Verna Nielsen / Tax deeds, plat book
4. Zoning – Yvonne Johnson / Permits, office update.
5. Land Conservation and Development Department – Nick Stadnyk

CSM REVIEW:
1. Two maps with 5 total lots in the Town of Flambeau for Darin Duncan.

DISCUSSION AND POSSIBLE ACTION

1. **3:20 P.M. PUBLIC HEARING**: A conditional use request to allow a tourist rooming house in the Town of Grow for John & Jo Ellen Weaver. Site address: N2889 Cty Rd I.
2. **3:40 P.M. PUBLIC HEARING:** A conditional use request to allow a tourist rooming house in the Town of Big Bend for Sheps Northshore Resort LLC. Site address: N1033 Hwy 40.
3. Review citizen participation plan.
4. Comprehensive plan resolutions:
    - Policy to prohibit the use of excessive force and to enforce applicable state and local laws prohibiting physically barring entrances/exits for non-violent civil rights demonstrations
    - Wisconsin residential anti-displacement and relocation assistance plan for community development block grant (CDBG) programs
    - Adopt a citizen participation plan
    - Authorizing resolution to submit a community development block grant (CDBG) application
    - Authorizing resolution to commit matching funds & certification of matching funds secured
5. Discuss certified survey review fees.

ADJOURN (Next meeting date January 14, 2025)

At any time, a quorum of another County Committee or of the County Board may be present at the meeting to observe the proceedings, but no action will be taken except by those Committee Members for the stated Committee meeting and only on noticed agenda items.
Please Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information, or to request this service, contact the Rusk County Clerk's Office; phone (715)532-2100

Agenda prepared by LCDD staff under the direction of Dave Willingham, Chair, Zoning Committee.
Posted 12/06/2024 @ 8:30 A.M.

RUSK COUNTY LAND INFORMATION/ ZONING COMMITTEE ADDENDUM

DATE: Tuesday, December 10, 2024
TIME: 3:00 P.M.
LOCATION: County Board Room– Rusk County Government Center, 311 Miner Ave East, Ladysmith, WI 54848

1. Carmody septic maintenance tracking contract renewal.

At any time, a quorum of another County Committee or of the County Board may be present at the meeting to observe the proceedings, but no action will be taken except by those Committee Members for the stated Committee meeting and only on noticed agenda items.

Please Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information, or to request this service, contact the Rusk County Clerk's Office; phone (715)532-2100

Addendum prepared by LCDD staff under the direction of Dave Willingham, Chair, Zoning Committee.
Posted 12/09/2024 @ 11:30 A.M.

2007

WISCONSIN MEMBERSHIP AGREEMENT

SEPTIC SYSTEM INFORMATION MANAGEMENT PROGRAM

This Agreement is made and entered into this 26th day of November, 2007, by and between **Rusk County Wisconsin**, located at 311 Miner Avenue, Court House, Ladysmith WI 54848-1829 (hereinafter referred to as Member) and CDS Holding, Inc., P.O. Box 434, DeForest, WI 53532, (hereinafter referred to as Carmody™).

WHEREAS, Carmody™ has developed a sponsor funded internet-based data-collection program, hereinafter referred to as the "Program" designed to provide electronic data collection services for septic system information management.

NOW, THEREFORE, the Member and Carmody™, for and in consideration of the convents set forth below, hereby agree as follows

SCOPE OF WORK

Carmody™ shall provide Member with a sponsor funded internet-based maintenance, management and inventory program for collecting operations and management data for septic systems. Password access will be granted to onsite professionals having to report septic system service events within the Member's territory. Carmody™ reserves the right to refuse access to anyone that Carmody™ deems a threat to the security and integrity of the program and/or database, or anyone that does not comply with the programs Terms of Use (Attachment A).

TERM

The Agreement term shall be one (1) year and will become effective on the 1st day of January, 2008. This Agreement shall automatically be extended unless either party is notified, in writing, 90 calendar days prior to expiration of the initial and/or succeeding Agreement term(s).

MEMBER OBLIGATIONS

The Member agrees to abide by and follow the Program TERMS OF USE. (See Attachment A)

Upon the signing of this contract Member agrees to use sponsor program URL www.wicarmody.com.

The Member shall contact the onsite service providers to inform them of the Member's participation in this program. The Member shall provide Carmody™ with a list of Service Providers that work in the Members territory and keep the list updated during the term of this agreement.

The Member shall authorize access to any user that is not required to file septic system service events within the Members territory or Carmody™. Carmody™ reserves the right to refuse access to anyone that Carmody™ deems a threat to the security and integrity of the program and/or database, or anyone that does not comply with the programs Terms of Use (Attachment A).

CARMODY™ OBLIGATIONS

Carmody™ shall provide web training and customer support 8:00 AM – 5:00 PM Monday – Friday, not including holidays. Carmody™ shall be responsible for maintaining the Internet components and operating program.

Sponsor Requirements

- Sponsor advertisements will be kept on the Landing and Log-in pages and cannot interfere with the function of the program (No Pop-ups, Flash banners etc.)
- A business directory will be added to the operating program. It will be accessible for all users throughout the program.
- The sponsors will not have access from Carmody™ to the database, unless they are a local regulatory approved service contractor using the site for reporting.

ONSITE SYSTEM INFORMATION REQUIREMENTS

The Member shall provide Carmody™ with a current digital list of all onsite systems and owners. The Member shall be responsible for keeping the database updated.

2007

Attachment "A"

TERMS OF USE

AGREEMENT BETWEEN USER AND CARMODY™

The Carmody™ Web Site is comprised of various Web sites and Web pages operated by Carmody™ or its affiliates.

The Carmody™ Web Sites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Carmody™ Web Sites constitutes your agreement to all such terms, conditions and notices.

USER ACCOUNT, PASSWORD, AND SECURITY

Your use requires you to open a user account; you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You will then be assigned a user name and password. Furthermore, you are entirely responsible for any and all activity that occurs under your password or password account. You agree to notify Carmody™ immediately of any unauthorized use of your account or any breach of security. Carmody™ will not be liable for any loss that you may incur as a result of someone else using your password or password account, either with or without your knowledge. However, you could be held liable for losses incurred by Carmody™ or another party due to someone else using your password or password account. You cannot share access codes.

USER LIMITATION

Unless otherwise specified, the Carmody™ Sites/Services are for your use. You may not modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Carmody™ Sites/Services.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Carmody™ Sites/Services, you will not use the Carmody™ Sites/Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Carmody™ Sites/Service in any manner, which could damage, disable, over burden, or impair any Carmody™ Sites/Services (or the network(s) connected to any Carmody™ Sites/Services) or interfere with any other party's use of any Carmody™ Sites/Services. You may not attempt to gain unauthorized access to any Carmody™ Sites/Services, other accounts, computer systems or networks connected to any Carmody™ Sites/Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Carmody™ Sites/Services.

MODIFICATION OF THESE TERMS OF USE

Carmody™ reserves the right to change the terms, conditions, and notices under which Carmody™ Sites/ Services are offered, including but not limited to the charges associated with the use of the Carmody™ Sites/Services. You are responsible for regularly reviewing these terms and conditions and additional terms as posted on the Carmody™ Sites/Services. Under no circumstances can cost or fees be incurred without written consent from Client. Your continued use of the Carmody™ Sites/Services constitutes your agreement to all such terms, conditions, and notices.

Date: 11/26/07

Member Initial CAT

Carmody® SERVICE AGREEMENT 2025

Wisconsin - Septic System Compliance Management

This Agreement is made and entered into this [ ] day of [ ], 20[ ] by and Rusk County Zoning Department, 311 E. Miner Ave, Suite N110, Ladysmith WI. 54848 (hereinafter referred to as Client) and Carmody® Software, Inc, 5753 Highway 85 N PMB 6726 Crestview FL 32536 (hereinafter referred to as Carmody).

WHEREAS, Carmody has developed a proprietary Internet-based management application, hereinafter referred to as the (Carmody APP), to provide easy and efficient regulatory compliance management and support for septic systems. Including; service compliance tracking by septic system type, service, maintenance, and inspection event tracking, custom service report by type of septic system, client custom report builder to create service, maintenance, inspection, and pump report questions based on septic system type, create pre-populated letters/notices and track permit maintenance contract renewals. (See Program Features Attachment A)

NOW, THEREFORE, the Client and Carmody, for and in consideration of the covenant set forth below, hereby agree as follows.

SCOPE OF WORK

Carmody shall provide Client with the Carmody APP that includes a paperless service notification option, to monitor, track and support septic system regulatory service and inspection compliance for all septic system types located within Client's jurisdiction. A satisfactory demonstration of the Carmody APP was provided to the Client prior to the signing of this service agreement. This service is provided on a best effort's basis, there are limitations with internet services and we cannot guaranty, amongst other things, uninterrupted service. We will not give credit for any interruption of service. (See more information in Attachment "A") Carmody is a software applications developer and cloud application service provider, data manipulation and IT services are not included in this service agreement.

TERM

This Agreement term shall be one (1) year and will become effective on January 1 2025 and expires at 12:00 midnight on December 31, 2025 This Agreement shall automatically renew unless either party is notified of cancelation, in writing, 30 calendar days prior to expiration of the initial or succeeding term(s).

EQUIPMENT AND SOFTWARE

All equipment and software provided and developed by Carmody to fulfill their obligations to Client under this Agreement shall be solely owned proprietary property of Carmody. The access and use of the Carmody APP are provided on a non-exclusive basis to Client during the term of this Agreement.

DATA BACKUP

Carmody will use commercially reasonable efforts to back up the service information collected during the term of this agreement. Carmody will monitor the backup servers for indications of errors and exercise reasonable care in providing backup services throughout the term of this contract. The Carmody APP provides the Client with a backup application to back up the service data collected during the term of this agreement in a hard copy or pdf format.

CARMODY™ OBLIGATIONS

Setup the Carmody APP within the Client's jurisdiction. Carmody shall provide application hosting, O/M, database storage and backup, customer backup options and password administration. Carmody is also responsible for servers and O&M of the Internet components.

Customer support is provided between the hours of 8:00 AM – 5:00 PM (CST) Monday – Friday, not including holidays

CLIENT OBLIGATIONS

It is the Client's responsibility to manage, maintain, backup and provide long-term storage of their data entered, modified and collected in the Carmody APP during the term of this contract.

Client is responsible to contact and inform their potential users of the availability of this resource.

The Client shall provide Carmody with copies "ONLY" of all client information to be imported and/or updated in the Clients Application.

SERVICE FEE

[1]Setup	[2]Property Data Imports	[3]Monthly Support
~~$4,500~~	$549	$329

[1] Setup (Attachment B)
[2] 3 Property Data Imports per year are included with support.
[3] Support (Attachment C)

OPTIONAL SERVICES

Public Access Septic Search Program (Attachment D)	$99 month
Additional Service Report (5 included with setup)	$250 each
Additional Autofill Letter/Notice (5 included with setup)	$250 each
Data Manipulation & IT Services	$125 hr.
Additional Password Upgrades/Custom Accounts	TBD

PASSWORD ACCOUNT AUTHORIZATION

Access to the Carmody Compliance Management Program will require a user account. Client may be asked to authorize password accounts for their staff and reporting entities. All staff and reporting entities requesting a password account must complete the Carmody online password application form at www.carmodyinc.com and accept the Carmody Terms of Use, located at www.carmodyinc.com. After the application is approved (24-48 hrs.), a password account will be issued. Service reporting entity accounts are issued for the sole purpose of electronic reporting service events, service entities that do not use the service to submit their service events to the client will lose their access to the Carmody Programs.

PROPRIETARY SOFTWARE & DATA OWNERSHIP

All information provided to Carmody under the terms of this agreement are copies and deemed public information, with the originals being in the possession of the Client. Carmody shall retain a copy of all public information. The Carmody Program, applications, equipment, etc. used to fulfill Carmody's obligations under this agreement including but not limited to; applications, forms, reports, etc. are proprietary and protected by copyright, trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part and is the exclusive property of Carmody.

INFORMATION SUBJECT TO PRIVACY LAWS

The parties agree that any information subject to Federal, State or Local laws requiring it to be confidential shall be kept confidential. It is the responsibility of the Client to identify, disable and mark all confidential information and material. The Carmody APP application provides the Client with the accessibility to locate, identify, disable and/or mark information as confidential.

OTHER TERMS

The parties agree that Wisconsin law shall be applicable to this Agreement. Revisions of this Agreement must be agreed to in writing by an addendum signed by the authorized representative of each party.

If any of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, this will not affect any other provisions of this agreement: to the extent that the agreement is then deficient in some respect, the parties will negotiate additional terms as needed.

Client: Rusk County Zoning Department
311 E. Miner Ave, Suite N110
Ladysmith WI. 54848

By: [ ]

Print: [ ]

Title: [ ]

Date: [ ]/[ ]/ 20[ ]

Carmody® SERVICE AGREEMENT

COMPLIANCE MANAGEMENT STANDARD FEATURES

- Paperless Real-Time Data Collection
- Septic System Inventory, Maintenance, Service & Event Management
- Advanced/Nitrogen Reduction Septic Systems Service & Event Management
- FOG - Fats, Oils, & Grease Inventory, Service & Event Management
- Permit Renewal Management
- Service Contract Renewal Management
- Phone, Tablet & Laptop Field Reporting
- Real Time Service and Event Notifications
- Interactive Inspection, Maintenance, Pumping and Event Service Reporting
- Public & Private Waste Disposal Site List (used to verify the safe and proper disposal of waste)
- Real Time Service Notifications
- *Authorized Users - Unlimited
- Service and Event Report Collection - Unlimited
- Data Storage - Unlimited
- Online Training - Unlimited
- Access 24/7
- Password Protection
- Data Back-Up
- Property Owners Data Importer
- Attaching Documents
- Correspondence Management
- Real-Time Message & Alert Center
- Event Alarm Clock
- Site Alarms
- Property Service Alert
- Postcard Mailing Application
- Correspondence Management
- Regulator/Contractor /Owner Emailing System
- Autofill Letters & Notices Application
- Mapping Link
- GIS Link

**Client passwords are for septic system department users only. Service provider access is only granted to service companies and individuals whom actively submit the appropriate service reports to client in a timely manner.*

OPTIONAL *"PLUG & PLAY"* PROGRAMS AND FEATURES

- Public Access - Septic Search
- Sampling Reporting and Evaluation Program
- Online Permitting Program
- Online Forms
- Permit Document Scanning & Indexing Software
- Property Information Updates from Tax Records - *3 updates included per year with support*
- Additional Service/Event Report(s) - *5 report/event reports included with initial setup*
- Additional Autofill Letter/Notice - *5 Letter/Notices included with initial setup*
- Programming & IT Services - *20 hrs. included per year with support*
- Custom Password Upgrades
- Custom Account Development

Carmody® SERVICE AGREEMENT

Compliance/Management Setup

- Program Design Consultation (25 years of experience)
- Development of the Compliance/Maintenance Program
- Property Owners Folder (500+ Data Fields Available)
- User Permissions (100+ access and application permissions available per user)
- 5 Service Reports
- 5 Autofill Letters & Notices
- Public & Private Waste Disposal Site list (used to verify the safe and proper disposal)
- Property Information Folder
- Standard Systems & Event Tracking
- Advanced/Nitrogen Reduction Septic Systems Management
- Standard Systems & Event Tracking Overrides
- Creating a Tax Data Import
- Property Owners Data Importer
- Attaching Documents
- Correspondence Management
- Message Center
- Email System
- Maintenance Contracts & Renewals
- Permit Renewals
- Event Alarm Clock
- Site Alarms
- Property Service Alert
- Postcards
- Postcard Tracking
- Autofill Letters & Notices
- Provide a Fully Operational Demo
- Client Review & Edits of Program Design
- Program Implementation
- Users Access (Staff, *Service Provider or View Only)
- Client and Service Provider Training
- Mapping Link
- GIS Link
- Estimated Set-Up Time frame 3-4 weeks.

*Service provider access is only granted to companies and individuals whom actively submit the appropriate service reports in a timely manner.

Carmody® SERVICE AGREEMENT

Compliance/Management Support

- Ongoing Program Development and Consultation; helping client with future planning, changes in regulations and administration, tailoring and adapting software and troubleshooting issues to insure optimal functionality.
- Network & Primary Program - Operation, Maintenance & Security
- Client's Application O&M - Operation, Maintenance & Security
- Department Staff - Training, Customer & Technical Support – Unlimited
- Service Providers - Training, Customer & Technical Support – Unlimited
- Regulator/Contractor/Owner Emailing System
- Password Support
- Staff Transitions – Program Orientation
- Web Training - Unlimited
- Data Storage - Unlimited
- Data Back-Up – Unlimited
- Client Application Changes and Modifications (Existing Applications Only)
- Property Information Folder - Changes and Modifications
- Service Reports - Changes and Modifications (Existing Reports Only)
- Autofill Letters & Notices Maintenance (Existing Letters & Notices Only)
- Client Staff and Contractor Passwords - Changes and Modifications
- Property Owner's Data Update Imports (3 free imports included per year)
- Postcard Mailing Maintenance
- Client Data Excel Exporter
- Public & Private Waste Disposal Site List (used to verify the safe and proper disposal)
- Standard Systems & Event Tracking (for any type of septic system service and/or event)
- Standard Systems & Event Tracking Overrides
- Advanced/Nitrogen Reduction Septic Systems Management
- FOG System Management
- Property Owners Data Importer (tax records)
- Attaching Documents
- Correspondence Management
- Message Center
- Regulator, Contractor and Owner Email System
- Maintenance Contracts & Renewals
- Permit Renewals
- Real-Time Message & Alert Center
- Event Alarm Clock
- Site Alarms
- Site Alarms (example; dog bites on property)
- Property Service Alert (example; system not functioning within permit specifications)
- Postcard Maintenance & Postcard Tracking
- Mapping Link
- GIS Link

Carmody® SERVICE AGREEMENT

Septic Search Setup

- Program Development Consultation services that help clients with the planning, creation, and administration of Carmody programs. Program consultants can help with a variety of tasks, including:
    - o Understanding needs: Working with clients to understand their needs
    - o Designing solutions: Designing tailored software solutions to meet the client's needs
    - o Troubleshooting: Troubleshooting issues and ensuring optimal functionality
- Data Management, Communications and Web Security
- Creating a Tax Data Importer
- Property Owners Data Importer
- Attaching Documents
- Message Center
- Email System
- Property Owner Information Update Notifications
- Septic System Update Notifications
- Noticeboard Information
- Carmody Compliance Management Program Document Transfer
- Carmody ***e-file*** Septic System Document Scanning Program Document Transfer

Septic Search Support Services

- Ongoing Program Development and Consultation; helping client with future planning, changes in regulations and administration, tailoring and adapting software and troubleshooting issues to insure optimal functionality.
- Software O&M
- Client's Application O&M
- Web Security
- Web Hosting
- Department Staff Support – Unlimited
- Service Provider Support – Unlimited
- Public Access Support
- Staff Transitions – Program Orientation
- Property Owners Data Updates
- Property Owner Notification
- Attaching Documents
- Data Management, Communications and Web Security
- Creating a Tax Data Import
- Property Owners Data Importer
- Email System
- Property Owner Information Update Notifications
- Septic System Update Notifications
- Noticeboard Information
- Carmody Compliance Management Program Document Transfer
- Carmody ***e-file's*** Septic System Document Scanning Program Data Importer

RUSK COUNTY
CONTRACT/GRANT APPROVAL FORM

Prior to entering into any agreement that will legally bind Rusk County, this contract/grant approval form is required to be completed and the attached contract/grant approved. The purpose of the review is to limit the County's exposure to liability and prevent the purchase of duplicate services.
Originating Department heads should complete the form, attach a copy of the contract /grant and certificate of liability, and submit to the Administrative Coordinator's Office. The form will be logged and initiated through the review process. Please allow two weeks for the review process.

Department: _____ Department Head/Submitted by: _____

Date Submitted: _____ Deadline for Action: _____ Rush ☐

☐New Contract ☐ Contract Renewal ☐ Contract Amendment
☐New Grant ☐ Grant Renewal ☐ Grant Amendment ☐ RFP

Has the document been submitted and approved in a prior year? ☐ Yes Year _____ ☐ No

Any changes since prior approval? ☐ Yes ☐ No If yes, explain or highlight changes in document

Is Board Chair Signature required for final submittal of this contract/grant? ☐ Yes ☐ No

For renewal or amendment when was the original contract/grant approved? _____

Contract/Grant Name: _____

Contract/Grant Time Period: _____ Contract/Grant Amount: _____

Funding Source: ☐ County ☐ Grant ☐ Other _____

Budgeted: ☐ Yes ☐ No Account: _____

Contract Type: ☐ Services Received ☐ Services Provided ☐ MOU ☐ Maintenance
☐ Grant ☐ Product ☐ Building ☐ Professional

Is a Certificate of Liability Required: ☐ Yes ☐ No Attached: ☐ Yes ☐ No

Purpose of Contract/Grant? _____

_____

Potential Liability/Concerns: _____

_____

COMMITTEE ACTIONS/COMMENTS (IF ANY) – ATTACH MINUTES IF APPROVED BY COMMITTEE

_____

CORPORATION COUNSEL REVIEW

☐ Certificate of Liability required and attached ☐ Not required ☐ Not attached

☐ Certificate of Liability is current and adequate ☐ Not current ☐ Not adequate

Comments: _____

_____

_____

☐ Approved ☐ Not Approved ☐ Template Contract Previously Approved

Comments: _____

_____

_____

Signature: _____ Date: _____

FINANCE REVIEW

☐ Approved ☐ Not Approved ☐ Review not required

Comments: _____

_____

_____

Signature: _____ Date: _____

ADMINISTRATIVE COORDINATOR REVIEW

☐ Approved ☐ Not Approved

Comments: _____

_____

_____

Signature: _____ Date: _____

RUSK COUNTY

Citizen Participation Plan for the Community Development Block Grant (CDBG) Program

Adopted TBD

PURPOSE

In order for the CDBG Program to operate effectively, and to address the needs of the citizens of the County of Rusk, the entire population must be kept informed. The decision-making process must be open and consistent with State and Federal regulations. To accomplish this, the following plan will be followed:

PROGRAM OVERSIGHT

1. The County of Rusk shall create a Citizen Participation Committee, members of which shall be appointed by the Chief Elected Official and confirmed by the County Board. This Committee shall be responsible for implementation of the Citizen Participation Plan (CPP), as well as offering guidance in preparation of the grant application.

   The County of Rusk shall oversee the preparation of the Community Development Block Grant (CDBG) grant application.

2. To insure responsiveness to the needs of its citizens, the County of Rusk shall provide for and encourage citizen participation. Particular emphasis shall be given to participation by persons of low- to- moderate income (LMI).

CITIZEN PARTICIPATION

1. The County of Rusk shall establish a committee composed of persons representative of the County of Rusk demographics. This committee must include at least one LMI person.

   The committee members should also include representatives from the local government, real estate, banking and labor communities whenever possible. This committee shall assume responsibility for coordinating all required elements of the Citizen Participation Plan. All committee members must be residents of the County of Rusk.

NOTICE OF HEARINGS

1. Official notice of hearings will be by public notice in the *Ladysmith News* as a 2-week (14 days) notice prior to the hearing date. In addition, the public notice shall be posted at the County of Rusk in the County Courthouse. These notices will include the time, place and date of meetings, as well as a brief agenda.

2. All notifications of meetings and available assistance must be worded in such a way as to encourage LMI participation. In addition, all meeting announcements shall include where, and during what time, information and records relating to the proposed and actual use of funds may be found.

REQUIRED PUBLIC HEARINGS

Public hearings shall be held to obtain citizen views and to enable them to respond to proposals at all stages of the CDBG Program, including the development of needs, the review of proposed activities and the review of program performance. Hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodations for the handicapped, and, if needed, for non-English speaking persons.

1. The first hearing will receive citizens' views and provide an explanation of:

    a. Community development needs, objectives, and strategies.
    b. The CDBG program including goals, objectives, application process, amount of funds available, timetable, eligible activities, etc.

2. The second hearing will receive citizens' views and provide a review of the performance of the funded activities.

3. The first public hearing shall be held during the development of the application for funds.

4. The second public hearing shall be held during the implementation of the program. If the project includes construction, demolition, and/or structural rehabilitation activities, then the second hearing must be held after construction, demolition, and/or rehabilitation has begun and is in progress.

5. The County of Rusk will attempt to have at least one of the public hearings in the service area.

PROGRAM INFORMATION, FILES, and ASSISTANCE

1. Technical assistance will be provided to any citizen who requests information about program requirements. Assistance via in person or by appointment will be provided by the County Clerk's Office.

2. The County of Rusk will maintain, in the County Courthouse, a record of all citizen participation efforts including minutes of meetings, newspaper clippings, and copies of notices and brochures.

3. Citizens will be invited to make proposals regarding the application. If suitable proposals are submitted in writing, a written response will be provided within 15 days. Every effort will be made to respond to all proposals prior to the final action on the subject.

4. Citizens may petition or request in writing assistance or changes.

    The County of Rusk staff will respond to all such requests within 15 days after the County of Rusk Citizen Participation Committee has met to discuss the request.

COMPLAINTS

The County of Rusk will handle citizen complaints about the program in a timely manner. By federal regulation the County of Rusk] will respond in writing to all written letters of complaint within 15 days after receipt of the complaint. The nature and disposition of verbal complaints will be reported in a complaint log. The first contact for complaints should be made to the County Clerk.

In addition to the above procedure, any citizen wishing to object may complain directly to the following address:

Attention: Executive Staff Assistant
Wisconsin Department of Administration
Division of Energy, Housing and Community Resources
P.O. Box 7970
Madison, WI 53707-7970

Written complaints should contain the following information and should be as specific as possible when describing:

1) The Program area being referenced: HOME, Community Development Block Grants for Housing (CDBG – Housing), Community Development Block Grants for Community Development (CDBG – Community Development), Emergency Solutions Grants (ESG), etc.;
2) The event resulting in the complaint;
3) The dates, details, and reason for the complaint; along with
4) The complainant's name, address, and telephone number.

ACCOMMODATIONS

The County of Rusk will respond to residents' requests for reasonable accommodations to participate in CDBG public hearings in accordance with state and federal laws; and include instructions for making accommodation requests in hearing notices.

NON-ENGLISH SPEAKING PERSONS

The County of Rusk will regularly review the demographic data of the municipality and survey a CDBG project area and/or service area if deemed necessary to identify non-English speaking persons; and will take steps to assure them equal opportunity in the citizen participation process.

RESOLUTION #

POLICY TO PROHIBIT THE USE OF EXCESSIVE FORCE AND TO ENFORCE APPLICABLE STATE AND LOCAL LAWS PROHIBITING PHYSICALLY BARRING ENTRANCES/EXITS FOR NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS

RUSK COUNTY

ROLL CALL Board Members	AYE (Yes)	NAY (No)	Abstain / Excused
1. ALEC HAMPTON			
2. JERRY BILLER			
3. KATHY HALBUR			
4. JOHN MOORE			
5. TERRY WEDWICK			
6. KEITH JACOBSON			
7. SUZANNE VOHS			
8. TOM CUDO			
9. PHIL UNTERSCHUETZ			
10. BRIAN COGGINS			
11. PHIL SCHNEIDER			
12. JIM MEYER			
13. KURT GORSEGNER			
14. JOHN KALEPP			
15. TOM HANSON			
16. LOIS GOODE			
17. DAVE WILLINGHAM			
18. MIKE RUSSELL			
19. DAN GUDIS			
TOTAL			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted ☐

1st _____ Defeated ☐

2nd _____

No: ____ Yes: ____ Exc: ____

Reviewed by:

_____, Corp. Counsel

Reviewed by:

_____, Finance Director

FISCAL IMPACT: (Note if there is any fiscal impact or not)

Certification:

I, Connie Meyer, Clerk of Rusk County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the _____ day of _____, 2024 by the Rusk County Board of Supervisors.

_____
Connie Meyer
County Clerk, Rusk County

TO THE RUSK COUNTY BOARD OF SUPERVISORS

WHEREAS, Section 104(L)(1) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 69 §5304) prohibits the State from expending or obligating any Community Development Block Grant funds to any unit of general local government that does not have or adopt a policy prohibiting the use of excessive force by local law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and a policy of enforcing State and local always against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction; and,

WHEREAS, it is in the interest of Rusk County to pursue Community Development Block Grant Funds and to adopt policy that complies with Section 104(L)(1) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 69 §5304).

NOW, THEREFORE, BE IT RESOLVED, by the Rusk County Board Chair and Rusk County:

1. It is POLICY of Rusk County to prohibit the use of excessive force by law enforcement agencies within the County's jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
2. It is POLICY of rusk County to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within the County's jurisdiction.
3. The officials and employees of Rusk County shall assist in the orderly prevention of all excessive force within the County by implementing the authority and enforcement procedures set forth in Title I of the Housing and Community Development Act of 1974.
4. The Rusk County Board of Supervisors recommends the Rusk County Sheriff implement this Resolution by amending applicable Sheriff Department procedures.

SUBMITTED BY:

Rusk County Land Info/Surveyor, Zoning Committee

Dave Willingham, Chairman

Mike Russell

Kurt Gorsegner, Vice Chairman

Brian Coggins

John Moore

RESOLUTION #

WISCONSIN RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAMS

RUSK COUNTY

ROLL CALL Board Members	AYE (Yes)	NAY (No)	Abstain / Excused
1. ALEC HAMPTON			
2. JERRY BILLER			
3. KATHY HALBUR			
4. JOHN MOORE			
5. TERRY WEDWICK			
6. KEITH JACOBSON			
7. SUZANNE VOHS			
8. TOM CUDO			
9. PHIL UNTERSCHUETZ			
10. BRIAN COGGINS			
11. PHIL SCHNEIDER			
12. JIM MEYER			
13. KURT GORSEGNER			
14. JOHN KALEPP			
15. TOM HANSON			
16. LOIS GOODE			
17. DAVE WILLINGHAM			
18. MIKE RUSSELL			
19. DAN GUDIS			
TOTAL			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted ☐

1st _____ Defeated ☐

2nd _____

No: _____ Yes: _____ Exc: _____

Reviewed by:

_____, Corp. Counsel

Reviewed by:

_____, Finance Director

FISCAL IMPACT: (Note if there is any fiscal impact or not)

Certification:

I, Connie Meyer, Clerk of Rusk County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the _____ day of _____, 2024 by the Rusk County Board of Supervisors.

_____
Connie Meyer
County Clerk, Rusk County

TO THE RUSK COUNTY BOARD OF SUPERVISORS

WHEREAS, this Residential Anti-Displacement and Relocation Assistance Plan (RARAP) is prepared by the County of Rusk in accordance with the Housing and Community Development Act of 197, as amended; and,

WHEREAS, HUD regulations at 24 CFR 42.325 is applicable to our CDBG[1] projects; and,

Minimize Displacement

WHEREAS, consistent with the goals and objectives of activities assisted under the Act, the County of Rusk will take the following steps to minimize the direct and indirect displacement of persons from their homes:

1. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants;
2. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first;
3. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation;
4. Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement;
5. If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" as defined in 24 CFR 42.305);
6. Target only those properties deemed essential to the need or success of the project; and,

Relocation Assistance to Displaced Persons

WHEREAS, the County of Rusk will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24; and,

One-for-One Replacement of Lower-Income Dwelling Units

WHEREAS, the County of Rusk will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program in accordance with 24 CFR 42.375; and,

WHEREAS, before entering into a contract committing the County of Rusk to provide funds for a project that will directly result in the demolition or conversion of lower-income dwelling units, the County of Rusk will make public by informing the public of a proposed project in the Ladysmith News and posting information in the county courthouse and submit to the U.S. Department of Housing and Urban Development (HUD) through the State, under the State CDBG Program, the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;

[1] CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

3. A time schedule for the commencement and completion of the demolition and conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. NOTE: See also 24 CFR 42.375(d);
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy;
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g. a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b); and,

WHEREAS, to the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the County of Rusk will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available; and,

Replacement not Required Based on Unit Availability

WHEREAS, under 24 CFR 42.375(d), the County of Rusk may submit a request to HUD (or to the State, if funded by the State) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area; and,

Contacts

WHEREAS, Carolyn Martin, the CDBG Program Housing Representative for the County of Rusk at 715-532-2100 is responsible for tracking the replacement of lower-income dwelling units and ensuring that they are provided within the required period; and,

Commented [AH1]: Sheldon suggests John Fitzl or someone from Zoning

WHEREAS, Carolyn Martin, the CDBG Housing Representative for the County of Rusk at 715-532-2100 is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Commented [AH2]: Sheldon suggest John Fitzl or someone from Zoning

NOW, THEREFORE BE IT RESOLVED, that the Rusk County Board of Supervisors do hereby this Residential Anti-Displacement and Relocation Assistance Plan.

SUBMITTED BY:

Rusk County Land Info/Surveyor, Zoning Committee

Dave Willingham, Chairman	**Mike Russell**
Kurt Gorsegner, Vice Chairman	**Brian Coggins**
John Moore	

RESOLUTION #

ADOPT A CITIZEN PARTICIPATION PLAN

RUSK COUNTY

ROLL CALL Board Members	AYE (Yes)	NAY (No)	Abstain / Excused
1. ALEC HAMPTON			
2. JERRY BILLER			
3. KATHY HALBUR			
4. JOHN MOORE			
5. TERRY WEDWICK			
6. KEITH JACOBSON			
7. SUZANNE VOHS			
8. TOM CUDO			
9. PHIL UNTERSCHUETZ			
10. BRIAN COGGINS			
11. PHIL SCHNEIDER			
12. JIM MEYER			
13. KURT GORSEGNER			
14. JOHN KALEPP			
15. TOM HANSON			
16. LOIS GOODE			
17. DAVE WILLINGHAM			
18. MIKE RUSSELL			
19. DAN GUDIS			
TOTAL			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted ☐

1st _____ Defeated ☐

2nd _____

No: ____ Yes: ____ Exc: ____

Reviewed by:

_____, Corp. Counsel

Reviewed by:

_____, Finance Director

FISCAL IMPACT: (Note if there is any fiscal impact or not)

Certification:

I, Connie Meyer, Clerk of Rusk County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the _____ day of _____, 2024 by the Rusk County Board of Supervisors.

_____
Connie Meyer
County Clerk, Rusk County

TO THE RUSK COUNTY BOARD OF SUPERVISORS

WHEREAS, Rusk County has applied for a Community Development Block Grant (CDBG); and,

WHEREAS, the State of Wisconsin Department of Administration (DOA) and the U.S. Department of Housing and Urban Development (HUD) require recipients of Community Development Block Grant (CDBG) monies to have in place a Citizen Participation Plan; and,

WHEREAS, the Citizen Participation Plan shall encourage citizen participation (especially by person of low and moderate income (LMI)), provide citizens reasonable and timely access to local meetings and information, provide for technical assistance, provide for public hearings, provide for complaint procedures, and accommodate non-English speaking residents; and,

WHEREAS, Rusk County has prepared and publicly reviewed a Citizen Participation Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Rusk County Board of Supervisors do hereby officially adopt the Citizen Participation Plan.

SUBMITTED BY:

Rusk County Land Info/Surveyor, Zoning Committee

_____
Dave Willingham, Chairman

_____
Mike Russell

_____
Kurt Gorsegner, Vice Chairman

_____
Brian Coggins

_____
John Moore

RESOLUTION #

AUTHORIZING RESOLUTION TO SUBMIT A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION

RUSK COUNTY

ROLL CALL Board Members	AYE (Yes)	NAY (No)	Abstain / Excused
1. ALEC HAMPTON			
2. JERRY BILLER			
3. KATHY HALBUR			
4. JOHN MOORE			
5. TERRY WEDWICK			
6. KEITH JACOBSON			
7. SUZANNE VOHS			
8. TOM CUDO			
9. PHIL UNTERSCHUETZ			
10. BRIAN COGGINS			
11. PHIL SCHNEIDER			
12. JIM MEYER			
13. KURT GORSEGNER			
14. JOHN KALEPP			
15. TOM HANSON			
16. LOIS GOODE			
17. DAVE WILLINGHAM			
18. MIKE RUSSELL			
19. DAN GUDIS			
TOTAL			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted ☐

1st _____ Defeated ☐

2nd _____

No: ____ Yes: ____ Exc: ____

Reviewed by:

_____, Corp. Counsel

Reviewed by:

_____, Finance Director

FISCAL IMPACT: (Note if there is any fiscal impact or not)

Certification:

I, Connie Meyer, Clerk of Rusk County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the _____ day of _____, 2024 by the Rusk County Board of Supervisors.

_____
Connie Meyer
County Clerk, Rusk County

TO THE RUSK COUNTY BOARD OF SUPERVISORS

Relating to the County of Rusk participation in the Community Development Block Grant Planning Program

WHEREAS, federal monies are available under the Community Development Block Grant (CDBG) program, administered by the Wisconsin Department of Administration (DOA) Division of Energy, Housing and Community Resources (DEHCR) for the purpose of the provision or development of a plan for the CDBG-PLNG Program for the County of Rusk; and,

WHEREAS, after public meeting and due consideration, the Land Info/Surveyor and Zoning Committee has recommended that an application be submitted to the DOA for the following project: Rusk County Comprehensive Plan; and,

WHEREAS, it is necessary for the Rusk County Board of Supervisors to approve the preparation and filing of an application for the County to receive funds from this program; and,

WHEREAS, the Rusk County Board of Supervisors has reviewed the need for the proposed project and the benefits to be gained there from.

NOW, THEREFORE BE IT RESOLVED, that the Rusk County Board of Supervisors does hereby approve and authorize the preparation and filing of an application for the above-named project and that the County Board Chair is hereby authorized to sign all necessary documents on behalf of the County and that the authority is hereby granted to the Land Info/Surveyor and Zoning Committee to take the necessary steps to prepare and file the application for funds under this program in accordance to this resolution.

SUBMITTED BY:

Rusk County Land Info/Surveyor, Zoning Committee

Dave Willingham, Chairman

Mike Russell

Kurt Gorsegner, Vice Chairman

Brian Coggins

John Moore

RESOLUTION #

AUTHORIZING RESOLUTION TO COMMIT MATCHING FUNDS & CERTIFICATION OF MATCHING FUNDS SECURED

RUSK COUNTY

ROLL CALL Board Members	AYE (Yes)	NAY (No)	Abstain / Excused
1. ALEC HAMPTON			
2. JERRY BILLER			
3. KATHY HALBUR			
4. JOHN MOORE			
5. TERRY WEDWICK			
6. KEITH JACOBSON			
7. SUZANNE VOHS			
8. TOM CUDO			
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15. TOM HANSON			
16. LOIS GOODE			
17. DAVE WILLINGHAM			
18. MIKE RUSSELL			
19. DAN GUDIS			
TOTAL			

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted ☐

1st _____ Defeated ☐

2nd _____

No: ____ Yes: ____ Exc: ____

Reviewed by:

_____, Corp. Counsel

Reviewed by:

_____, Finance Director

FISCAL IMPACT: (Note if there is any fiscal impact or not)

Certification:

I, Connie Meyer, Clerk of Rusk County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the _____ day of _____, 2024 by the Rusk County Board of Supervisors.

_____
Connie Meyer
County Clerk, Rusk County

TO THE RUSK COUNTY BOARD OF SUPERVISORS

Providing a Guarantee of Match Funds for the 2024 Community Development Block Grant Planning (CDBG PLNG) Application

WHEREAS, federal monies are available under the CDBG Planning Continuous Application administered by the State of Wisconsin Department of Administration, for the purpose of pursing planning that serves the community and public good; and,

WHEREAS, Rusk County has authorized the submission of a CDBG Planning Application to the State of Wisconsin for the following project: Rusk County Comprehensive Plan; and,

WHEREAS, an adequate local financial match must be provided for the proposed CDBG project by Rusk County.

NOW, THEREFORE BE IT RESOLVED, that the Rusk County Board of Supervisors does hereby approve and authorize the commitment of match funds to be used as outlined in the CDBG application, for the match amount of $25,000 from the following secured source(s): Mining Reuse Fund.

SUBMITTED BY:

Rusk County Land Info/Surveyor, Zoning Committee

Dave Willingham, Chairman

Mike Russell

Kurt Gorsegner, Vice Chairman

Brian Coggins

John Moore